

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lacteos Sigma B.V.		12/28/2007	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	Sigma Europe B.V.
Street Address:	Cypresbaan 9
City:	Capelle aan den IJssel
State/Country:	NETHERLANDS
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2662911	AUTHENTIC OLD WORLD QUALITY HECHO POR MEXICANOS
Registration Number:	2689289	PLAYERO
Registration Number:	2731565	PLAYERO
Registration Number:	2797798	LOS PORTALES
Registration Number:	2832159	
Registration Number:	2853978	
Registration Number:	2866762	BOLYOGURT
Registration Number:	2897268	PLAYERO
Registration Number:	2982866	LA CHONA
Registration Number:	3302150	

CORRESPONDENCE DATA

Fax Number: (713)221-2185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-221-2185

OP \$265.00 2662911

Email: albert.kimball@bgllp.com
Correspondent Name: Albert B. Kimball, Jr.
Address Line 1: 711 Louisiana St.
Address Line 2: Suite 2300
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 048390.000002

DOMESTIC REPRESENTATIVE

Name: Albert B. Kimball, Jr.
Address Line 1: 711 Louisiana St.
Address Line 2: Suite 2300
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: Albert B. Kimball, Jr.

Signature: /abk/

Date: 06/26/2008

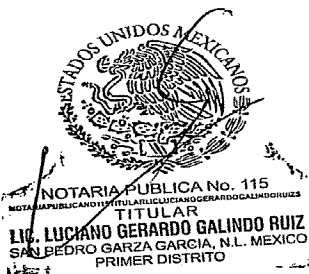
Total Attachments: 20

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ASSET PURCHASE AND TRANSFER AGREEMENT

LACTEOS SIGMA B.V.

SIGMA EUROPE B.V.



Holland Van Gijzen
Attorneys at Law and Civil Law Notaries
Boompjes 258
3011 XZ Rotterdam
the Netherlands
Phone: +31 10 406 5000
Fax: +31 10 406 5001

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ASSET PURCHASE AND TRANSFER AGREEMENT

THIS ASSET PURCHASE AND TRANSFER AGREEMENT (THE "AGREEMENT") IS EFFECTIVE AS OF DECEMBER 28, 2007 (THE "EFFECTIVE DATE")

BETWEEN:

1. **Lacteos Sigma B.V.**, a company incorporated under the laws of the Netherlands, having its seat in Capelle aan den IJssel, the Netherlands and its address at Cypresbaan 9, (2908 LT) Capelle aan den IJssel, the Netherlands ("Transferor");



and
Sigma Europe B.V., a company incorporated under the laws of the Netherlands, having its seat in Capelle aan den IJssel, the Netherlands and its address at Cypresbaan 9, (2908 LT) Capelle aan den IJssel, the Netherlands ("Transferee");

Transferor and Transferee are hereinafter individually referred to as the "Party" and collectively as the "Parties";

WHEREAS:

- Transferor and Transferee are both companies forming part of the Sigma Group of companies (the "Sigma Group");
- Transferor is the legal and beneficial owner of 100% of the issued and outstanding shares in the capital of Transferee (the "Shares");
- Transferor is the legal and beneficial owner of the Intellectual Property Rights as defined in Article 1 of the Agreement;

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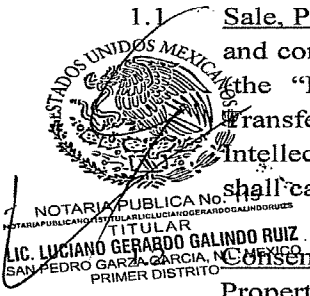


- Parties have agreed that Transferor shall sell and transfer the Intellectual Property Rights to Transferee as of the Effective Date, subject to the following terms and conditions;

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

Article 1 Sale, Purchase and Transfer of Intellectual Property Rights

1.1 Sale, Purchase and Transfer. On the Effective Date, Transferor sells, transfers, assigns, and conveys the intellectual property rights as set forth in Annex A of this Agreement (the "Intellectual Property Rights") to Transferee, which purchase and transfer Transferee hereby accepts. To the extent the transfer of the legal ownership of the Intellectual Property Rights cannot be effectuated on the Effective Date, the Parties shall cause the completion of such transfer no later than 60 days thereafter.



Consent of Third Parties. The transfer, assignment or conveyance of the Intellectual Property Rights does not requires the consent of any person other than Transferee or Transferor.

- 1.3 Transfer Requirements. Transferor and Transferee shall fulfill any and all requirements with respect to the transfer of the legal ownership of the Intellectual Property Rights from Transferor to Transferee in accordance with the applicable laws.
- 1.4 Additional Action. Parties agree to provide for any and all necessary notifications and registrations and to sign any and all documents which may be required in order to effectuate the transfer set forth herein, including but not limited to the registration of the Intellectual Property Rights in the name of Transferee, and agree to perform all acts that may be deemed necessary or useful in connection with the aforesaid.

Article 2 Purchase Price

2.1 Purchase Price. The purchase price due by Transferee for the sale and transfer by Transferor to Transferee of the Intellectual Property Rights is an amount of €

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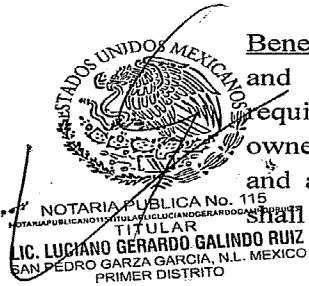
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83,148,058 (in words: eightythreemillionhunderdfortyeighthousand-andfiftyeight) ("the Purchase Price"), subject to Article 2.2., or such other amount as determined by Ernst & Young to be equal to the fair market value of the Intellectual Property Rights as per the Effective Date.

2.2 Payment. The Purchase Price shall remain indebted by Transferee pursuant to the provisions of a separate promissory note issued by Transferee to Transferor dated as of the Effective Date.

Article 3 Beneficial Rights

Beneficial Rights. As of the Effective Date, Transferee shall have sole beneficial rights and title with regard to the Intellectual Property Rights, regardless whether all requirements under the applicable laws with respect to the transfer of the legal ownership of the Intellectual Property Rights to Transferee have been fulfilled. Any and all benefits and obligations in connection with the Intellectual Property Rights shall be for the account and risk of Transferee as of the Effective Date.



Article 4 Representations and Warranties

Representation and Warranties. Transferor represents and warrants to Transferee that immediately prior to the transfer of the Intellectual Property Rights to Transferee:

- a) Transferor is fully entitled to the Intellectual Property Rights;
- b) Transferor is fully authorized to transfer the Intellectual Property Rights and to enter into this Agreement;
- c) no other party than Transferee has any right to claim the transfer of the Intellectual Property Rights;
- d) the Intellectual Property Rights are free of all liens and charges and are not encumbered by any security or beneficial right, or the holder of such lien, charge, security or beneficial right has granted permission for the transfer;
- e) the Intellectual Property Rights have not been seized;

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- f) Transferor has not assumed any obligation towards third parties with respect to the assignment of the Intellectual Property Rights and/or the encumbrance of the Intellectual Property Rights by any security or beneficial rights.

Article 5 Miscellaneous

5.1 Waiver. The failure of either Party to enforce at any time an Article or part thereof of this Agreement, or the failure to require at any time performance by the other Party of an Article or part thereof of this Agreement, shall in no way constitute present or future waiver of such Article or part thereof, nor in any way affect the validity of either Party to enforce each and every Article of this Agreement.

Assignment. Parties may not assign or delegate this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld.

Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be regarded as one and the same instrument.

5.4 Amendment. No alteration, amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding on either Party unless the same has been agreed to in writing by both Parties.

5.5 Scope of Agreement. This Agreement shall supersede all prior agreements, understandings, negotiations, and discussions, both written and oral, among the Parties hereto with respect to the subject matter hereof.

5.6 Severability. If any section, term, provision, or clause thereof in this Agreement is found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, such invalid, void or otherwise unenforceable provision shall be replaced by another provision, as negotiated in good faith between the Parties, which is as similar as possible in terms to such invalid, void or otherwise unenforceable provision but is valid and enforceable and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



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Article 6 Applicable Law – Dispute Settlement

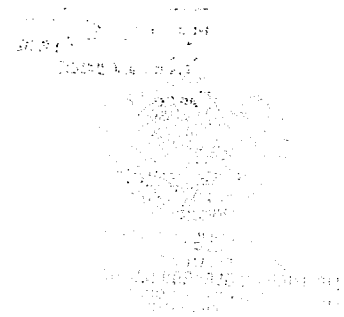
6.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, except to the extent mandatory provisions of other jurisdictions are applicable to the contribution and transfer of the Intellectual Property Rights to Transferee.

6.2 Dispute Settlement. Any dispute arising under, out of, or relating to this Agreement and any subsequent amendments to this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall, if possible, be finally settled amicably by negotiation between Transferor and Transferee, failing which it shall be settled by arbitration in accordance with the then prevailing Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators designated in accordance with said Rules. The place of arbitration shall be in Amsterdam, the Netherlands. The language to be used in the arbitration proceedings shall be English.



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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
IN TWO COUNTERPARTS

LACTEOS SIGMA B.V.



NOTARIA PUBLICA No. 116
TITULAR
LIC. LUCIANO GERARDO CALINDE
SAN PEDRO GARZA GARCIA, N.L. MEXICO
PRIMER DISTRITO

By: Ms. C.C. Kok
Title: Director
Date: December 28, 2007
Place: Capelle a/d IJssel

By: Mr. J.J. van Ginkel
Title: Director
Date: December 28, 2007
Place: Capelle a/d IJssel

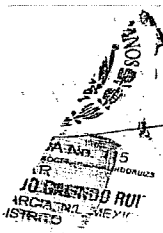
SIGMA EUROPE B.V.

By: Ms. C.C. Kok
Title: Director
Date: December 28, 2007
Place: Capelle a/d IJssel

By: Mr. J.J. van Ginkel
Title: Director
Date: December 28, 2007
Place: Capelle a/d IJssel

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ANNEX A

INTELLECTUAL PROPERTY RIGHTS

Lacteos Sigma B.V. owns the following Intellectual Property
December 1, 2007

REGISTRATION No.	MARK / IMAGE	COUNTRY
40664	NOCHE BUENA (Y DISEÑO)	MEXICO
46703	EUGENIA (Y DISEÑO)	MEXICO
160674	NOCHE BUENA	MEXICO
183029	FRANJA	MEXICO
221814	LAMESA	MEXICO
223907	HOINK	MEXICO
223909	IASSA	MEXICO
271211	BERNINA	MEXICO
275822	DELO	MEXICO
275991	PALO VERDE	MEXICO
278006	CANADA	MEXICO
280071	CELAYA	MEXICO
287477	BESTHOFF	MEXICO
287665	BAYONA	MEXICO
289855	GUDI	MEXICO
315401	DELI	MEXICO
317110	KUPY	MEXICO
325396	EL TORITO	MEXICO
338591	BERNINA (Y DISEÑO)	MEXICO
347438	LERMA	MEXICO
368870	NAYAR (Y DISEÑO)	MEXICO
369778	DELICIA	MEXICO
375965	YURECUARO (Y DISEÑO)	MEXICO
398644	NAVIDAD	MEXICO
422234	EUGENIA	MEXICO
430633	NOCHE BUENA (Y DISEÑO)	MEXICO
554436	NOCHE BUENA SI SABE	MEXICO
554437	SI SABE	MEXICO
561831	FRANJA	MEXICO
572781	PIZZANOVA	MEXICO
581239	NOCHE BUENA LITE	MEXICO
588943	LA GLORIA (Y DISEÑO)	MEXICO
628354	LIBERATTA	MEXICO
629753	EUGENIA (Y DISEÑO)	MEXICO

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REGISTRATION No.	MARK / IMAGE	COUNTRY
635307	EL MORRALITO	MEXICO
660155	ZALAYA	MEXICO
686212	LAMESA (Y DISEÑO)	MEXICO
778770	RESERVA DE DON JUAN NOCHE BUENA (Y DISEÑO)	MEXICO
863739	NOCHE BUENA EUGENIA UNTABLE (Y DISEÑO)	MEXICO
882130	EL TORITO (Y DISEÑO)	MEXICO
906953	YORK SUPREMO NAYAR (Y DISEÑO)	MEXICO
910081	BERNINA (Y DISEÑO)	MEXICO
910082	BERNINA (Y DISEÑO)	MEXICO
923168	EUGENIA (Y DISEÑO)	MEXICO
923169	LAMESA (Y DISEÑO)	MEXICO
923170	YURECUARO (Y DISEÑO)	MEXICO
923171	NOCHE BUENA (Y DISEÑO)	MEXICO
923902	NOCHE BUENA (Y DISEÑO)	MEXICO
923903	NOCHE BUENA LITE (Y DISEÑO)	MEXICO
930046	FRANJA (Y DISEÑO)	MEXICO
931708	FRANJA (Y DISEÑO)	MEXICO
935617	NOCHE BUENA	MEXICO
956381	NOCHE BUENA FOR LIFE	MEXICO
994391	¡DATE GUSTO! NOCHE BUENA LITE (Y DISEÑO)	MEXICO
1006290	LA CHONA	MEXICO
1012987	SIN DENOMINACION	MEXICO
1012988	PLAYERO (Y DISEÑO)	MEXICO
1012989	SIN DENOMINACION	MEXICO
818829	NOCHE BUENA	BENELUX
818830	EUGENIA	BENELUX
818831	FRANJA	BENELUX
818832	LAMESA	BENELUX
818833	YURECUARO	BENELUX
818834	NAYAR	BENELUX
818835	LA GLORIA	BENELUX
818836	DANNY	BENELUX
828888	PLAYERO (AND DESIGN)	BENELUX
830905	WITHOUT DENOMINATION	BENELUX
835762	AUTHENTIC OLD WORLD QUALITY HECHO POR MEXICANOS (Y DISEÑO)	BENELUX
835763	BOLYOGURT	BENELUX

ESTADOS UNIDOS MEXICANOS

 NOTARÍA PÚBLICA No. 19
 TITULAR
 LIC. LUCIANO GERARDO GALINDO ROLDÁN
 SAN PEDRO GARZA GARCÍA, N.L. MEXICO
 PRIMER DISTRITO

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REGISTRATION No.	MARK / IMAGE	COUNTRY
2662911	AUTHENTIC OLD WORLD QUALITY HECHO POR MEXICANOS (Y DISEÑO)	UNITED STATES
2689289	PLAYERO	UNITED STATES
2731565	PLAYERO (AND DESIGN)	UNITED STATES
2797798	LOS PORTALES	UNITED STATES
2832159	WITHOUT DENOMINATION (STANDING COW)	UNITED STATES
2853978	WITHOUT DENOMINATION (PIG)	UNITED STATES
2866762	BOLYOGURT	UNITED STATES
2897268	PLAYERO	UNITED STATES
2982866	LA CHONA	UNITED STATES
3302150	WITHOUT DENOMINATION (STAR, EAGLE, AND SNAK DESIGN)	UNITED STATES

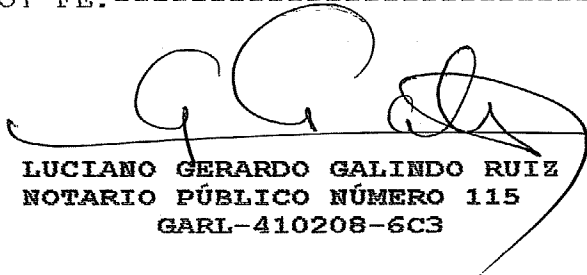
TRADEMARK APPLICATION No.	MARK / IMAGE	COUNTRY
	RICKY	MEXICO
	MEXICAN DAIRY	UNITED STATES
373432	DIAMANTE	MEXICO
884311	SIN DENOMINACION	MEXICO
884312	LA CHONA	MEXICO
884315	SIN DENOMINACION	MEXICO
1140614	LOS PORTALES	BENELUX
1140616	WITHOUT DENOMINATION (PIG)	BENELUX
1140617	WITHOUT DENOMINATION (STANDING COW)	BENELUX
1140618	PLAYERO	BENELUX
1140621	LA CHONA	BENELUX

SLOGAN No.	DENOMINATION	COUNTRY
10893	EL VALLE DE BUENOS QUESOS	MEXICO
38274	NOCHE BUENA ERES TU	MEXICO
41434	AUTENTICOS EXPERTOS EN QUESO DESDE 1941	MEXICO

Yoplait franchises in Nicaragua, El Salvador, Honduras, Costa Rica and Guatemala.

Q *h*

EN SAN PEDRO GARZA GARCIA, NUEVO LEON a los 21 veintiún días del mes de Febrero del 2008, dos mil ocho. Yo LIC. LUCIANO GERARDO GALINDO RUIZ, con ejercicio en este Municipio, C E R T I F I C Ó: Que la presente copia es fiel y correcta tomada de COPIA DE COPIA la cual doy fe tener a la vista, en el momento de expedir la presente Certificación. Se expide para uso de la parte interesada, la cual consta de 10 hojas útiles, quedando constancia de la misma bajo el Número 49574/2008 del Libro de Control de Actas levantadas fuera de Protocolo que obra en esta Notaria a mi cargo. DOY FE.-----


LIC. LUCIANO GERARDO GALINDO RUIZ
NOTARIO PÚBLICO NÚMERO 115
GARL-410208-6C3

